



CYNTHIA D. BANKS  
Chief Deputy

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## COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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BOARD OF SUPERVISORS

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*"To Enrich Lives Through Effective And Caring Service"*

June 15, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF COUNTY OF LOS ANGELES WORKFORCE INVESTMENT ACT  
(WIA) REGIONAL WORKFORCE GROUP AGREEMENT  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached County of Los Angeles Workforce Investment Act Regional Workforce Group (RWG) Agreement (Attachment A) between the County, the Los Angeles County Workforce Investment Board (WIB), and each RWG for the purpose of administering workforce development programs in accordance with applicable Workforce Investment Act (WIA) provisions, implementation rules, regulations, and policies as administered by the WIB.
2. Authorize and instruct the Chairman of the Los Angeles County Board of Supervisors to sign the RWG Agreement (Attachment A) on behalf of the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The RWGs, which are comprised of joint powers authorities (JPAs) and a municipality, currently serve as the County and WIB's primary contractor for workforce development service delivery within the RWGs' service areas, as delineated in Attachment B.

The County of Los Angeles, the WIB, and the RWGs (formerly known as "Prime Agents"), wish to continue their long-standing relationship, as embodied within the Agreement, to increase the Local Workforce Investment Area's (Los Angeles County) ability to build on existing reforms in order to implement innovative and comprehensive workforce investment systems tailored to meet the particular needs of local and regional labor markets.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal 1: Service Excellence.

**FISCAL IMPACT/FINANCING**

The RWG Agreement is a non-financial Agreement, and therefore has no impact on the County General Fund. However, the RWG Agreement will be the basis for the allocation of WIA funding to the RWGs through an annual subgrant agreement between the County and the RWGs.

Concurrently being considered for approval is the allocation of these funds and execution of the subgrant agreement as part of a separate Board Letter.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

During the operation of the Job Training Partnership Act (JTPA) Program, the County of Los Angeles was certified by the State of California as a Service Delivery Area (SDA) for the purpose of receiving and administering funds. At that time, the Private Industry Council (PIC), the predecessor to the WIB, was designated to oversee and provide policy direction on economic development, job training, and human services.

On July 6, 1993, the Board of Supervisors approved the County of Los Angeles, the Private Industry Council, and the Prime Agents entry into a non-financial Prime Agent Agreement. The County's Charter allowed JTPA services to be contracted out to governmental entities within the County on a non-competitive basis. The County chose to exercise this authority and entered into Prime Agreement Agreements with the six Prime Agents. Listed below are the six Prime Agents, all of which had previously entered into agreements with the County, and their respective Supervisorial Districts:

1. West San Gabriel Valley Consortium (dba Career Partners) I, V
2. Hub Cities Consortium I, II
3. Southeast Area Social Services Funding Authority (SASSFA) I, IV
4. Human Services Consortium of the East San Gabriel Valley (dba LA Works) I, IV, V
5. Mid-San Gabriel Valley Consortium I, V
6. City of Compton II

Of the RWGs, the County is a member of the joint powers authority for the Southeast Area Social Services Funding Authority (SASSFA). On April 18, 1979, the Cities of La Mirada, Pico Rivera, Santa Fe Springs, and Whittier entered into a JPA, resulting in the creation of SASSFA. SASSFA formed a JPA in order to receive state funding directly for the purpose of administering programs for the poor and aged within its designated cities. On April 8, 1980, SASSFA's JPA was amended to add the County of Los Angeles and the City of Norwalk. It was later amended on June 3, 1985, when the City of Norwalk withdrew from the JPA. Finally, although SASSFA's entire service area was originally within the First Supervisorial District boundaries, as a result of County redistricting, SASSFA's service area now also encompasses portions of the Fourth District. A Prime Agent Agreement between the County, PIC and SASSFA was subsequently executed in November 1993 for the delivery of JTPA services.

Mid-San Gabriel Valley Consortium's funding contracts with the County were terminated in October 2002 for mismanagement of funds. Pending completion of a solicitation process, the services previously provided by the Consortium are currently being provided on an interim basis by Career Partners (one of the RWGs). The name of the agency identified through this solicitation process will be forwarded to your Board for approval under separate cover.

The Human Services Consortium of the East San Gabriel Valley (dba LA Works) is party to a JPA with four cities (Azusa, Covina, Glendora and West Covina); has current Memorandums of Understanding (MOU) with additional cities, as identified in Attachment B; and the unincorporated areas identified in Attachment B were grandfathered in based on the previous Prime Agent Agreement. Under the RWG Agreement, all cities, including those that are parties to the JPA, as well as parties to a MOU with LA Works, will be included in the Agreement.

The West San Gabriel Valley Consortium (dba Career Partners) is a joint powers authority and is currently comprised of the cities of Alhambra, Bell, Montebello, Monterey Park, Rosemead, San Gabriel, and Temple City. Hub Cities Consortium is a joint powers authority whose member cities are composed of Cudahy, Huntington Park, Lynwood, Maywood, and South Gate.

Because the County, the WIB and the RWGs, comprised of the five remaining agencies, wish to continue and improve on their service delivery relationship under the Workforce Investment Act, this RWG Agreement is forwarded for approval.

Under the terms of the proposed agreements, the County and WIB will be responsible for performing their respective functions under WIA. Subject to County

and WIB policies and oversight, each RWG will be responsible for design, management and performance of workforce development programs within their respective service areas. To carry out their respective responsibilities, each RWG that executes the agreement will receive an annual subgrant of workforce development funds received by the County (i.e., WIA funds subject to WIB oversight). These funds will include funding under WIA Adult, Dislocated Worker, and Youth. Best efforts are to be made to allocate certain performance grants and certain discretionary grant funds to the RWGs. Rapid Response funding received by the County will not be subject to the annual subgrant.

With the exception of WIA Marketing, WIA funding allocations to RWGs are not subject to the WIB-approved program set-asides in FY 2004-2005. The set-asides identified for the operation of the Los Angeles County One-Stop system for FY 2004-2005 are as follows:

- WIA Marketing (2%)
- Business Services (1%)
- Information Technology (2%)

The agreement provides that each RWG shall be responsible for disallowed costs under WIA. In addition, in the event of close-out of the program, including termination of annual funding to the RWG, each RWG agrees to refrain from taking action including withdrawal of a substantial number of members cities from nor dissolution of the joint powers authority, which may compromise the County's and/or WIB's ability to effectively complete the closeout process.

Although WIA sunsets in 2004, the agreement provides that its term will continue if WIA remains in effect or any successor legislation substantially similar to WIA is enacted.

The WIB approved this agreement on April 8, 2004. Only those agencies that enter into a RWG Agreement with the County will be authorized to enter into annual subgrant agreements.

### **CONTRACTING PROCESS**

The Regional Workforce Groups are public entities within Los Angeles County. Of the five remaining, four were created by joint powers agreements, and one (City of Compton) is a municipality. These RWGs operate One-Stop Centers; which were grandfathered into the Workforce Investment Area by the WIB, in accordance with the WIA, which allows the local board (WIB), chief elected official (Board of

Supervisors) and the Governor to approve the continuance of one-stop operators in a One-Stop Delivery system established prior to the enactment of WIA.

This process was submitted as part of the Five-Year Plan (as required by the WIA) and approved by the Workforce Investment Board, Board of Supervisors and the Governor of the State of California.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

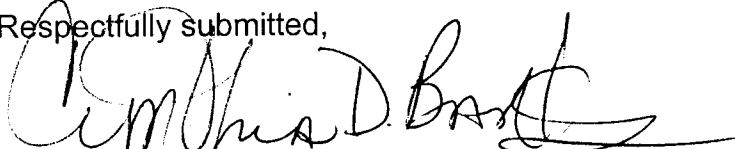
Approval of the non-financial RWG Agreement will facilitate the renewal and improvement of the County-wide service delivery relationship between the five RWGs and the County of Los Angeles, and will ensure the continued provision of quality employment-related services to eligible individuals through the comprehensive workforce investment system.

### **CONCLUSION**

Upon Board approval of the recommended actions, the documents indicated below should be forwarded to the Director of CSS, or designee:

1. An "adopted" stamped letter and attachments and
2. Twenty-five original-signature RWG Agreements.

Respectfully submitted,



CYNTHIA D. BANKS  
Chief Deputy Director

Attachments (2)

- c, David E. Janssen  
Raymond G. Fortner, Jr.  
Violet Varona-Lukens  
J. Tyler McCauley

MM:AG

## ATTACHMENT A

### COUNTY OF LOS ANGELES WORKFORCE INVESTMENT ACT REGIONAL WORKFORCE GROUP AGREEMENT

This **Agreement** is entered into this \_\_\_\_ day of June, 2004, by and between the County of Los Angeles, a political subdivision of the State of California, the Workforce Investment Board of the County of Los Angeles, a nonprofit public benefit corporation established, organized and existing under federal and State law, and \_\_\_\_\_, a [joint powers agency organized and existing in accordance with *California Government Code* section 6500 *et seq.* or California municipal corporation] ("Regional Workforce Group" or "RWG").

#### RECITALS

**WHEREAS**, the Workforce Investment Act of 1998 ("WIA") reforms federal job training programs and creates a new, comprehensive workforce investment system, which will provide eligible individuals access to a comprehensive one-stop delivery system and core employment-related services; and,

**WHEREAS**, the Governor of the State of California ("Governor") has designated Los Angeles County as a "local workforce investment area" in accordance with WIA provisions (excluding other local areas within the County's jurisdictional boundaries which have also been designated by the Governor); and,

**WHEREAS**, WIA is structured in a manner which will provide increased flexibility with significant authority reserved for the Governor and County Board of Supervisors to build on existing reforms in order to implement innovative and comprehensive workforce investment systems tailored to meet the particular needs of local and regional labor markets; and,

**WHEREAS**, the WIB, established by WIA as the "workforce investment board" for the County local workforce investment area, is responsible for working in partnership with the County Board of Supervisors, to plan and oversee a comprehensive range of workforce development services for job seekers and employers throughout the region; and,

**WHEREAS**, RWG is a public entity created by the governing bodies of its member cities, or designated by its elected officials, to assist the County in the management of workforce development funds and programs directed to residents within its jurisdictional area; and,

**WHEREAS**, pursuant to the County's Charter allowing services to be contracted out to public entities on a non-competitive basis, and as permitted by applicable federal and State laws and regulations, the parties hereto intend by this Agreement to further define and develop their partnering approach to addressing the needs of job-seekers and employers throughout Los Angeles County, by detailing their respective rights and responsibilities with regard to administration of the workforce investment programs within the County and Service Area; and,

**WHEREAS**, the County, the WIB and RWG are entering into this Agreement for the purpose of administering training programs in accordance with applicable WIA provisions, its implementing regulations, rules and policies as administered by the County and WIB; and,

**WHEREAS**, the parties intend by this Agreement to continue in effect a long-standing relationship among them whereby the RWG serves as the County's and WIB's primary contractor for workforce development service delivery within the RWG's service area, such that the RWG is to receive funding based on the formula contained in the relevant federal or State statute as set forth in this Agreement; and the RWG in return must comply with WIA, the provisions of this Agreement, and lawful requirements of the Board of Supervisors in the RWG's management and delivery of workforce development services; and

**WHEREAS**, the parties acknowledge that continuation of the funding and regulatory relationship among them embodied within this Agreement is an express condition to the RWG's consent to remain within the County local workforce investment area and forgo other alternatives open to it.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of WIA, as administered in the County and WIB, the parties do hereby agree as follows:

**SECTION 1. DEFINITIONS.** Except as expressly defined in this SECTION 1, all terms shall have the meaning(s) set forth in WIA and its implementing regulations.

(a) **"Agreement"** shall mean this County of Los Angeles, Workforce Investment Board, Regional Workforce Group Agreement, approved by the WIB on April 8, 2004, and by the Board of Supervisors on \_\_\_\_\_, 2004.

(b) **"Board of Supervisors"** shall mean the Board of Supervisors of the County of Los Angeles, which is the "chief elected official" for the County's local workforce investment area.

(c) **"County"** shall mean the County of Los Angeles, a body corporate and politic and a political subdivision of the State, which is governed by the Board of Supervisors.

(d) **"Department"** shall mean the County Department of Community and Senior Services or successor department responsible for administering federal and State workforce development funds on behalf of the County.

(e) **"RWG"** shall mean the Regional Workforce Group which is a signatory to this Agreement.

(f) **"Service area"** shall mean the area within which the RWG is authorized to provide services under the terms of this Agreement. For purposes of this Agreement, the Service Area shall be that area specifically identified in Exhibit A to the Agreement.

(g) **"Service area funding "** shall mean annual funding allocations to the RWG under the terms of this Agreement for the purpose of providing authorized workforce development services under the guidance and oversight of the WIB and County

(h) **"Workforce development funds"** shall mean funds which are (1) allocated by federal or State formula based on among other things, population characteristics, and (2) allocated and disbursed to the County, administered by the Department, and subject to WIB oversight, and (3) intended to support programs serving residents or employers of the service area. The service area funding shall include without limitation all funds meeting these criteria and made available under WIA, Welfare-to-Work, and their respective successor federal programs; and other funding designated to support the "one-stop" system established under WIA Section 121.

(i) **"State"** shall mean the State of California.

(j) **"WIA"** shall mean the Workforce Investment Act of 1998, as amended (29 USC § 2801 *et seq.*) and its implementing regulations.

(k) **"WIB"** shall mean the Workforce Investment Board of the County of Los Angeles, which is the "local workforce investment board" for the County's local workforce investment area.

**SECTION 2. COUNTY-WIB RESPONSIBILITIES.** (a) The County, through the Board of Supervisors, shall be responsible to perform the functions required of the "chief elected official." In addition, the County, through the Department, shall be responsible for administration of WIA within the County workforce investment area in accordance with the policies of the Board of Supervisors and the WIB.

(b) The WIB shall be responsible to perform those functions required of the "local workforce investment board," including but not limited to (1) setting policy for authorized programs and activities throughout the County workforce investment area; (2) conducting oversight of local workforce investment programs in partnership with the Board of Supervisors; and (3) conducting oversight of the one-stop delivery system in the County's workforce investment area with the agreement of the Board of Supervisors.

(c) Consistent with their respective statutory responsibilities under WIA and other federal and State statutes, the County and/or WIB shall be responsible for allocating an annual subgrant to the RWG in accordance with this Agreement.

(d) In carrying out its responsibilities set forth in this Agreement, the WIB shall undertake the following:

(1) In identifying and awarding grants or contracts to eligible youth providers in the County workforce investment area, the WIB shall give due consideration to the regional administration of workforce investment activities provided by the RWG.

(2) For purposes of exercising its policy-making authority under WIA, the WIB shall establish a notice and comment period for proposed WIB policies. Such notice and comment period shall provide reasonable opportunity for



interested persons and agencies to submit comments on proposed WIB policies for consideration prior to WIB approval and implementation of said policies. This requirement shall not apply to those WIB policies (A) existing at the time of approval of this Agreement; (B) which are included or referenced in the County's local workforce investment plan; (C) mandated by the State or federal government; or (D) which must be immediately implemented due to an emergency.

(e) Notwithstanding any provision herein to the contrary, and subject to applicable laws and regulations, any policy or requirement which is both (1) to be applied to the RWG by action of the WIB, and (2) more restrictive than is required of the County by applicable laws and regulations or required of the RWG by this Agreement, shall be applicable to the RWG only if the particular policy or requirement was first approved by at least two-thirds (2/3) of a quorum of the WIB expressly for application to the RWGs. This provision shall not restrict or otherwise prohibit the WIB from carrying out its mandated function under WIA Section 117, with respect to establishment of program policies which are applied throughout the County workforce investment area

**SECTION 3. RWG RESPONSIBILITIES.** (a) The RWG is hereby designated to be the entity primarily responsible for the design, management and performance of workforce development programs within the service area; provided, however, that such design, management and performance shall address the universal access focus of the WIA program, and shall be subject to County and WIB policies and oversight.

(b) The RWG shall also be responsible to perform each of the following duties set forth herein, subject to the requirements of applicable laws and regulations, Board of Supervisors requirements, and County and WIB policies and oversight. The RWG shall:

(1) Upon the RWG's receipt of estimated service area funding amounts, prepare for submission, consideration and approval by the WIB and County, a service area 5-year workforce investment plan in accordance with the following:

(A) The RWG's plan shall conform to all applicable requirements for local plans and shall be submitted to the County and WIB for review, consideration and approval within such time as may be required by the County and WIB. The RWG submission of a plan shall not limit or otherwise restrict the County and/or WIB from exercising their respective authority to modify, revise, amend or change the RWG service area plan prior to approval.

(B) Once approved by the WIB and County, the RWG's service area plan shall be integrated into, and become a component of, the County's local plan.

(2) Comply with all applicable laws, regulations, ordinances, Board of Supervisors requirements and WIB policies in the RWG's financial and program management of workforce investment activities within its service area. As such, RWG shall be responsible for any costs disallowed under WIA as such costs pertain to its funding allocations under this Agreement.

(3) Execute agreements with various entities as may be appropriate to provide comprehensive services within the service area through the County's "one stop delivery system," including agreements with County "one-stop partners" and eligible providers identified by the WIB. The RWG shall consult with the County and WIB in its negotiation of such agreements with those entities which the County or WIB identified as a "partner," to ensure that there is no conflict between the relevant agreements or services.

(4) Procure and contract with eligible providers of "workforce investment activities" supported by service area funding.

(5) Comply with County and WIB requirements for WIA budgeting, invoicing and reporting to the County; provided that budgets and invoices shall be in a form consistent with the RWG's annual subgrant; and further provided that the RWG shall be required to submit invoices and reports to the County local workforce investment area no more frequently than, and no more than ten (10) days before, comparable reports are required to be submitted by the County local workforce investment area, or within such time as the WIB may reasonably require to permit the WIB to submit timely reports to the State.

(6) Achieve performance outcomes within its service area in a manner consistent with that required of the County and WIB by the State as negotiated in accordance with WIA provisions.

(7) Establish policies and develop innovative programs and services for the service area; provided, said policies and programs are consistent with applicable County and WIB policies.

(8) Comply with any requirement of the County Board of Supervisors or the WIB which is applied uniformly to other County and/or WIB contractors receiving grant funding and which requires such contractors to furnish to the County and/or WIB further assurances, including without limitation, insurance, bonding, or other security, for the purpose of guaranteeing the RWG's performance of all of its duties herein, and otherwise providing sufficient protections to the County and WIB with respect to RWG compliance with federal, State, and local laws, regulations and policies.

(9) To the extent any service proposed or delivered by RWG is required by applicable laws or regulations to be competitively procured by the County and/or WIB, RWG shall participate in such procurement process and be fully bound by its results; provided that, if not prohibited by such laws or regulations, should RWG fulfill the minimum requirements of such procurement and have a record of acceptable performance delivering the procured service(s), the funding therefore which is allocated to RWG shall be the amount calculated by applying the provisions of Section 4(b)(1).

(10) Workforce development services to customers within the service area may be provided by the County or WIB without utilizing the RWG only (A) following consultation with and consent thereto by the RWG, or (B) upon the County's or WIB's reasonable determination that the RWG is unable to deliver the required customer service through the established one-stop system, and after notice to the RWG of the basis for that determination, or (C) if the annualized amount of the program allocation to serve customers within the service area would not exceed \$20,000.

**SECTION 4. SERVICE AREA FUNDING.** (a) **Annual subgrant.** For purposes of carrying out its responsibilities set forth in SECTION 3 of this Agreement, service area funding shall be authorized and granted to the RWG on an annual basis under one or more subgrants from the County.

(b) **Allocation.** To the extent permitted by law, and subject to annual appropriation, authorized disbursement (including execution of a subgrant outlining relevant terms and conditions), and appropriate adjustments as set forth herein, the RWG shall annually receive service area funding calculated as follows:

(1) **Workforce Development Funds.** For workforce development funds, the relevant population characteristic-based formula applied to the County workforce investment area shall be applied to the service area's population, and the resulting proportion shall be granted to the RWG.

(2) **Performance Grants.** Best efforts shall be made to allocate WIA funds received by the County due to achievement of required levels of performance to reward the RWG for good performance to the extent RWG performance has contributed to the County's receipt of such funds. Allocations provided under this subparagraph, shall be based on a WIB and County-approved formula which reasonably accounts for the service area population, and the RWG's achievement of relevant performance goals during the period for which performance incentive funds were received by the County. Such formula may be jointly developed by the WIB, County and RWG.

(3) **WIA Youth Funds.** Consistent with the local procurement procedures established by the WIB for award and contract of WIA youth funds, which includes review and recommendation by the WIB Youth Council, RWG shall be allocated youth funds calculated in the same manner as set forth in Section 4(b)(1) herein; provided however, that the RWG participates in such procurement, fulfills the minimum requirements of such procurement, and has a record of acceptable performance delivering the procured service(s).

(4) **Discretionary Grant Funds.** Best efforts shall be made to allocate to the RWG a proportionate share of Governor's discretionary workforce development grants awarded, allocated and disbursed to the County for purposes of serving customers within the service area, utilizing a comparable basis of allocation as is used by the Governor (e.g., population, number of displaced workers, etc.) for allocation to the County, subject to the following conditions: (A) such grant(s) are administered by the Department and subject to WIB policies and oversight, and (B) the annualized amount of such grant funds allocable to the RWG exceeds \$20,000, and (C) allocation to the RWG for service delivery will not violate the terms of the County's grant or other applicable laws, regulations or restrictions.

(c) **Deductions.** Service area funding shall first be subject to deduction and retention by the County and/or WIB, as applicable, of funds for each of the following purposes:

(1) County workforce investment area administrative costs, in an amount not exceeding the total permitted therefor by WIA; and

(2) Countywide marketing efforts as directed by the WIB, in an amount not exceeding two percent (2%) of the total non-administrative funds described in subparagraph (c)(1) above.

(d) Service area funding which is allocated to the RWG shall be obligated, as defined in applicable federal grant standards, by the RWG during the funding period designated in the annual subgrant.

(e) **Carry-in funds.** (1) The RWG may carry-in from any program year to the next program year immediately following up to fifteen percent (15%) of the service area funding allocated to the RWG under subparagraph (b)(1) above, in any program title or category (e.g., WIA Adult). All unobligated funds in a program category which exceed that amount shall be returned to the County and subject to reallocation by the County and/or WIB within their sole discretion.

(2) Notwithstanding subparagraph (e)(1) above, should the RWG's unobligated funds at the end of a program year for any program title or category exceed thirty percent (30%) of that year's allocation of subgrant funds in that category, the RWG shall have no right to carry into the following program year any unobligated funds in that program title or category. All such unobligated funds shall be returned to the County and subject to reallocation by the County and/or WIB within their sole discretion.

(3) In its use of funds carried in from one year to the next, the RWG shall give priority consideration to supporting any special need or other qualified project(s) within the service area identified as such by the County Board of Supervisors and/or WIB.

**SECTION 5. RWG REPRESENTATION ON WIB.** The RWG and the other Regional Workforce Groups shall be represented on the WIB by three (3) persons who shall be appointed by the Board of Supervisors in accordance with Chapter 3.76 of the Los Angeles County Code; provided that these three (3) RWG representatives shall be appointed only from nominees forwarded to the WIB and County by the Regional Workforce Groups jointly following action at a properly-called meeting thereof; and further provided that each such member qualifies for appointment pursuant to WIA. Submission of candidates shall be in accordance with WIB and County-approved procedures for presentation to the Board of Supervisors for consideration. The RWG representatives on the WIB shall be full voting members thereof, and shall otherwise be entitled to participate on the WIB to the same degree and extent as all other WIB members.

**SECTION 6. TERM; TERMINATION.** (a) This Agreement shall be in effect for the period which begins on the date approved by the Board of Supervisors and shall terminate on June 30, 2005 unless terminated earlier pursuant to this SECTION; provided, however, that, if there remains in effect thereafter WIA or any successor legislation which continued the federal-State-local workforce development partnership substantially similar to WIA, this Agreement shall be extended consistently therewith to the extent that the County remains responsible for funds thereunder.

(b) This Agreement may be terminated by any party hereto without breach by any other party only upon first giving twelve (12) months advance written

notice to each other party stating the reason(s) for termination. The 12-month notice period is intended to permit the parties to confer among themselves and determine whether there exists any alternative to termination which is acceptable to each party in its sole discretion, which need not be reasonably exercised.

(c) This Agreement may also be terminated by the RWG upon substantial breach by the County or WIB, or by the County or WIB upon substantial breach by the RWG; provided that any termination for breach shall require ninety (90) days advance written notice stating the cause for termination. If during said 90-day period the party claimed to be in breach cures the breach to the satisfaction of the non-breaching party, this Agreement shall continue in effect. Failure by the RWG to achieve desired customer outcomes shall not be considered a breach hereof, but shall be addressed and resolved as provided in SECTION 8 hereof; except however, where the WIB and County determine the existence of a pattern of poor performance.

**SECTION 7. COOPERATION WITH CLOSE-OUT.** The RWG shall participate fully and cooperate with the County and WIB during the entire process of subgrant closeout, without regard to the reason for closeout, and shall take no action, including withdrawal of a substantial number of member cities from nor dissolution of the RWG, which may compromise the County's and/or WIB's ability to effectively complete the closeout process. The RWG shall, within a reasonable time after approval of this Agreement by the Board of Supervisors, but in no event later than approval of the annual subgrant, provide the WIB and County with evidence satisfactory to the County and WIB that formal action approving this commitment has been taken by the RWG's governing body.

**SECTION 8. SANCTIONS.** The County or WIB may sanction the RWG for performance which does not fulfill local performance requirements established pursuant to WIA or other related programs, utilizing the same relevant criteria and procedures as WIA or other grant program permits to be applied by the State to the County unacceptable performance or by the WIB and/or County to its service providers; provided that the WIB or County may apply such criteria and procedures within a shorter time period than is applicable for the State, as may reasonably be required to permit the WIB or County to avoid State sanctions. The specific criteria, procedures and timing for sanctions applicable to RWG will be a matter for advance policy consultation among the parties. The RWG may utilize the County's standard administrative appeal procedures or any other available remedy should it reasonably believe that the application of County or WIB sanctions is improper, and the effective date of such sanctions shall be deferred until completion of those proceedings.

**SECTION 9. INDEMNIFICATION.** (a) **Statutory Provision.** In contemplation of the provisions of section 895.2 of the *California Government Code* imposing certain tort liability jointly upon public entities solely by reason such entities being parties to an agreement as defined by section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely

by virtue of said section 895.2. The provision of section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein.

(b) **Hold Harmless.** Each party hereto hereby agrees to indemnify, hold harmless and defend each of the other parties hereto for any liability, including without limitation reasonable attorneys' fees, court costs, settlement amounts, judgments, penalties and disallowed costs, arising from the first party's negligent performance or breach of this Agreement or from a final determination of mis-expended funds hereunder by or at the direction of the first party.

**SECTION 10. NOTICE.** Any notice given as provided in this Agreement shall be in writing and signed by an officer of the WIB, the Director of the Employment and Training Division of the Department, or the Director of the RWG, as appropriate.

(b) Until changed by notice as provided herein, the street address, fax number, e-mail address and contact person for notice to each party is as follows:

(1) County of Los Angeles:

Josie Marquez, Director, Employment and Training  
Department of Community and Senior Services  
County of Los Angeles  
3175 West Sixth Street  
Los Angeles, CA 90020-1798  
(213) 738-3175  
(213) 380-8275 (FAX)  
[jmarquez@co.la.ca.us](mailto:jmarquez@co.la.ca.us)

(2) Workforce Investment Board:

Richard Nichols, Chair  
Workforce Investment Board of the County of Los Angeles  
3175 West Sixth Street  
Los Angeles, CA 90020-1798  
(213) 738-2593  
(213) 380-8275 (FAX)  
[czelaya@co.la.ca.us](mailto:czelaya@co.la.ca.us)

(3) Regional Workforce Group:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Notice is effective when delivered in person; and effective two (2) business days after delivery by facsimile transmission or electronic mail; and effective five (5) business days after mailing by U.S. Mail, postage prepaid and properly addressed.

**SECTION 11. MISCELLANEOUS.** (a) This Agreement shall be governed by California law.

(b) This Agreement fully express the understandings and agreements of the parties with respect to its subject matter, supersedes any prior or contemporaneous understanding not expressly contained herein.

(c) This Agreement may be modified only by written agreement duly approved and signed by all parties hereto, and expressly stated therein as intended to modify this Agreement.

(d) To the extent any provision contained in this Agreement conflicts with the WIA, or other applicable grant program, their implementing regulations or other relevant law, that provision shall be null and void and of no legal effect.

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(e) No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

**IN WITNESS WHEREOF**, the County of Los Angeles, the Workforce Investment Board of the County of Los Angeles and \_\_\_\_\_ have caused this Agreement to be executed on their behalf by their duly authorized representatives.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
DON KNABE, Chairman of the Board  
Los Angeles County Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

**LOS ANGELES COUNTY  
WORKFORCE INVESTMENT BOARD**

By: \_\_\_\_\_  
Richard Nichols, Chair

**REGIONAL WORKFORCE GROUP**

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)  
\_\_\_\_\_  
(Title)

APPROVED AS TO FORM:

LAW OFFICES OF WILLARD V. JONES  
RWG General Counsel

By: \_\_\_\_\_  
Willard V. Jones, Esq.



**EXHIBIT A**

**REGIONAL WORKFORCE GROUP AGREEMENT  
SERVICE AREA**

Agency: \_\_\_\_\_

Joint Powers Authority

# ATTACHMENT B

## REGIONAL WORKFORCE GROUPS AND SUPERVISORIAL DISTRICTS SERVED (INCLUDING CITIES THAT COMPRISE THE JOINT POWERS AGREEMENTS)

REGIONAL WORKFORCE GROUP	SUPERVISORIAL DISTRICT 1	SUPERVISORIAL DISTRICT 2	SUPERVISORIAL DISTRICT 3	SUPERVISORIAL DISTRICT 4	SUPERVISORIAL DISTRICT 5
City of Compton		•			
West San Gabriel Valley					
Alhambra					•
Bell	•				
Montebello	•				
Monterey Park	•				
Rosemead	•				
San Gabriel					•
Temple City					•
East San Gabriel Valley					
Avocado Heights/Bassett*	•				
Azusa	•				
Charter Oaks*					•
Claremont*					•
Covina					•

\*These cities and/or unincorporated areas of Los Angeles County are not parties to Joint Powers Agreements, but have historically been provided services through the previous Prime Agent Agreement and through a Memorandum of Understanding for the cities.

ATTACHMENT B

REGIONAL WORKFORCE GROUP	SUPERVISORIAL DISTRICT 1	SUPERVISORIAL DISTRICT 2	SUPERVISORIAL DISTRICT 3	SUPERVISORIAL DISTRICT 4	SUPERVISORIAL DISTRICT 5
East San Gabriel Valley					
Diamond Bar*				•	
Glendora					•
Hacienda Heights*				•	
Industry*	•				
Inwindale*	•				
La Puente*	•				
La Verne*					•
Rowland Heights*	•			•	
San Dimas*					•
Valinda*	•				•
Walnut*					•
West Covina					
West Puente* Valley	•				
<b>SASSFA</b>					
La Mirada				•	
Pico Rivera	•				
Santa Fe Springs	•				

\*These cities and/or unincorporated areas of Los Angeles County are not parties to Joint Powers Agreements, but have historically been provided services through the previous Prime Agent Agreement and through a Memorandum of Understanding for the cities.

